

Forty-first Regular Meeting of the Executive Committee

# General bilateral agreement for institutional cooperation between the Inter-American Institute for Cooperation on Agriculture and the Tropical Agricultural Research and Higher Education Center

(ID-07)

San José, Costa Rica 28-29 June 2021





# GENERAL BILATERAL AGREEMENT FOR INTERINSTITUTIONAL COOPERATION BETWEEN THE INTER-AMERICAN INSTITUTE FOR COOPERATION ON AGRICULTURE AND THE TROPICAL AGRICULTURAL RESEARCH AND HIGHER EDUCATION CENTER

The Inter-American Institute for Cooperation on Agriculture, hereinafter referred to as "IICA," represented by its Director General, Manuel Otero Justo, and the Tropical Agricultural Research and Higher Education Center, hereinafter referred to as "CATIE," represented by its Director General, Muhammad Ibrahim, have agreed to sign the present General Bilateral Agreement for Interinstitutional Cooperation, hereinafter referred to as "the Agreement."

This document is also signed by Mr. Renato Alvarado Rivera, Costa Rican Minister of Agriculture and Livestock, in his capacity as witness of honor.

IICA and CATIE, which in this agreement are together designated as the "Parties" and individually designed as the "Party," have agreed to sign the present document, subject to the following recitals and clauses:

#### **CONSIDERING:**

- 1. That IICA is the agency of the Inter-American System specializing in agriculture, with a lifespan of over 78 years, and with a mission "stimulate, promote and support the efforts of the Member States to achieve agricultural development and rural well-being through international technical cooperation of excellence."
- 2. That IICA's direct technical cooperation is implemented by focusing actions on four strategic objectives: a) to increase the contributions of the agriculture sector to economic growth and sustainable development; b) to contribute to the well-being of all rural dwellers; c) to improve international and regional trade for countries in the region; and d) to increase the resilience of rural areas and agrifood systems to extreme events.
- 3. That, in support of the four strategic goals, IICA implements five action programs in the hemisphere (Bioeconomy and Production Development; Territorial Development and Family Farming; International Trade and Regional Integration; Climate Change, Natural Resources and Management of Production Risks; and Agricultural Health, Safety and Food Quality) and two cross-cutting areas of focus: Innovation and Technology, and Gender and Youth. These programs are the main institutional mechanism through which its technical cooperation and knowledge management actions will be coordinated and integrated.
- 4. That CATIE, established under an administrative contract between the Government





of Costa Rica and IICA, was created through Law. No. 5201 on 23 May 1973, and successively amended by Law. No. 6873 on 17 June 1983, Law No. 8028 on 27 September 2000, and Law No. 8787 on 18 November 2009, which is currently in force.

- 5. That CATIE is a scientific and educational civil association, with legal capacity, whose purpose is to conduct research in the field of agricultural sciences, natural resources and related areas in the tropical regions of the Americas; as well as to offer postgraduate education and other forms of education in agricultural sciences, and renewable natural resources and related areas, for the benefit of IICA Member States and those member countries it has in common with CATIE.
- 6. That, as of 2021, CATIE introduced a new institutional strategic plan in which four pillars are defined: 1) Generation of scientific and technical knowledge through systemic research; 2) Training of leaders with skills and knowledge to promote sustainable development; 3) External projection through knowledge management, training and technical assistance; and 4) Modernization and institutional development. Its areas of research include agrobiodiversity and food security; environmental livestock; agroforestry systems and genetic improvement of coffee and cocoa; forests and landscape biodiversity; climate action, integrated water management, water and soil safety; gender and inclusion; and environmental economy and sustainable agribusiness.
- 7. That, in accordance with Law No. 8028 of 12 September 2000, IICA and CATIE established mechanisms for close collaboration of an institutional, technical, financial, legal, and operational nature, which define the terms and conditions for the present Agreement.
- 8. That, the General Bilateral Agreement for Interinstitutional Cooperation, signed in 2011 for a period of 10 years, established the terms and conditions for strengthening, complementing and fostering cooperation between both institutions and facilitated the implementation of joint actions, which enabled the strengthening of technical and administrative work, in accordance with the contract between the Government of the Republic of Costa Rica and IICA on CATIE (Law No. 8028 of 12 September 2000.)
- 9. That, pursuant to the foregoing, in 2015 the Parties established the IICA-CATIE Joint Action Program, defining the strategic areas for collaboration and coordination of actions in technical cooperation, skills training and corporate services, and created the Coordination and Monitoring Committee (CMC), responsible for technical and operational coordination, the implementation of work agendas and the preparation of biannual progress reports.





- 10. That the Inter-American Board of Agriculture (IABA) via Resolution No. 507 of 26 October 2017, requested that the Directors General of IICA and CATIE, together with the Government of Costa Rica, draw up a strategic proposal for the future of CATIE.
- 11. That the IABA reviewed the recommendations made by the Executive Committee in Resolution No. 652 of 17 July 2019 and approved, by way of Resolution No. 519 of 31 October 2019, the Strategic Proposal on the Operational Framework of CATIE and the creation of a Special Committee, for the purpose of studying, analyzing, and making recommendations on areas pertinent to both Parties.
- 12. That the Executive Committee, by way of Resolution No. 664 of 21 July 2020, reviewed the Special Committee's report and requested that the directors general of IICA and CATIE create a joint unit responsible for implementing the recommendations, and drawing up a master plan for the strategic use of the real estate assets and production assets of IICA and CATIE, under the terms suggested by the Special Committee.
- 13. That the abovementioned resolutions may be included in the framework of the present agreement, in order to define and increase the technical, financial, legal and operational capacities of both Parties, maximizing the use of their resources and strengths, according to the experience gained and capacities developed by each Party, for the benefit of their Member States.

# THEREFORE, IICA AND CATIE HEREBY AGREE:

#### CLAUSE 1: OBJECTIVES

The general objective of this Agreement is to establish the bases of the joint cooperation between IICA and CATIE for the implementation of actions in technical, financial, legal and operational areas of interest to both Parties and to foster technical cooperation for the benefit of IICA Member States and those member countries it has in common with CATIE, in accordance with the contract between the Government of Costa Rica and IICA on the establishment of CATIE, in accordance with Law No. 8028 of 12 September 2000, and in accordance with the Convention on IICA.

The specific objectives of the present Agreement are:

- 1. To support the Member States using the respective technical skills of both Parties, in the context of IICA's Medium-term Plan and CATIE's Strategic Institutional Plan.
- 2. To establish support and operational mechanisms for joint actions in their Member





States at the technical, financial, legal and operational levels.

- 3. To identify and prioritize opportunities for joint work, through the management and operation of externally funded technical cooperation projects, and pursuant to the Member States' technical cooperation requirements.
- 4. To serve as the basis for future specific bilateral agreements for joint cooperation between IICA and CATIE and for other projects of common interest in the Member States.
- 5. To be the framework for IICA to provide institutional and legal protection for CATIE in the Member States, within the scope of IICA regulations, where required.
- 6. To implement joint activities, adhering to the principles of effectiveness, respect, mutual recognition, legality, transparency, and accountability, in keeping with the financial reality of IICA and the collection of quotas from its Member States, and through consensus, not competition, between both Parties.

## **CLAUSE 2. AREAS OF COOPERATION**

The collaborative work between IICA and CATIE is aligned with the Sustainable Development Goals (SDGs), particularly those concerning the eradication of poverty (SDG 1), zero hunger (SDG 2), gender equality (SDG 5), clean water and sanitation (SDG 6), responsible consumption and production (SDG 12), climate action (SDG 13) and life on land (SDG 15).

The areas of cooperation of this Agreement shall be in the technical, scientific and corporate areas, for all those activities that contribute to the implementation of joint efforts by both Parties, in support of the countries, with respect to issues of sustainable development of the agriculture, livestock and forestry sectors.

In the context of the priority areas for IICA and CATIE, defined in IICA's Medium-term Plan and CATIE's Strategic Plan, both Parties shall concentrate their joint efforts on the following actions:

- 1. Strengthening processes of productive innovation, research and technology transfer in sustainable agrifood systems, as well as preserving biodiversity and synergies between agriculture's adaptation to and mitigation of climate change.
- 2. Contributing to the development of sectoral policies, public-private institutional frameworks, projects and activities for the sustainable management of rural territories, reinforcement of agroforestry systems and the improvement of food and nutritional security, with an emphasis on small and medium-sized producers and family farming.
- 3. Strengthening the capacities of the public sector, agricultural producers and their families, and private sector organizations so that they may assist in bolstering the competitiveness and sustainability of agriculture, livestock and forestry, and the management of rural territories, adaptation to climate change, and food and nutritional





security.

- 4. Fostering knowledge management through CATIE's higher education programs and joint training activities (diplomas, free courses, seminars, symposiums, forums, etc.), while building capacities and increasing technology transfer for technicians and producers, through diverse modalities (in person, online and mixed).
- 5. Promoting innovation, research, technical cooperation and technological transfer in activities involving coffee, cocoa, sustainable livestock production, agroforestry systems, watershed management, tropical crops and integrated water and soil resource management, among other issues.
- 6. Exchanging and disseminating information on projects and work programs, in addition to technical documents and research of mutual interest.
- 7. Submitting joint projects on sustainable and production development, promotion of competitiveness and other common areas of interest for both Parties.
- 8. Strengthening the resources and tools of the Orton Library related to the management of science-based knowledge and information for producers and other related stakeholders.
- 9. Strengthening mechanisms and instruments in the administrative, financial, and human resource areas; and ensuring suitable protection, maintenance, and productivity of fixed assets (land).
- 10. Any other action that the Parties agree on in common and in writing.

# **CLAUSE 3: COOPERATION DOCUMENTS AND MODALITIES**

For the implementation of activities arising from this Agreement, the following cooperation documents and modalities are established, but shall not be deemed to be exclusive or limiting:

#### **Cooperation Instruments:**

- Memoranda of understanding: The specific cooperation actions between IICA and CATIE to be implemented in any of the Member States shall be established through memoranda of understanding, which shall contain and detail the objectives; the means of action; the forms of participation; responsible parties; the obligations of each Party – technical, financial, human resources and others; budgets, including supervision and institutional support costs, where relevant; and any other elements that ensure normal and suitable compliance with the agreement. The memoranda of understanding must be submitted for consideration to the competent bodies of each Party, for their approval.
- Subdelegation agreements: Specific externally funded technical cooperation actions may be jointly executed by IICA and CATIE, depending on the donor's requirements, through subdelegation agreements, which shall contain and detail the objectives, scope, activities, responsible parties, obligations, budget and any other





element to ensure normal and suitable compliance with the agreement; and they must be submitted for consideration to the competent bodies of each Party, for their approval.

## **Cooperation modalities:**

- 3. **Technical missions:** Where required, the Parties may implement joint technical missions to study possible technical cooperation actions that may be carried out under the protection of the present Agreement.
- Technical events: Through forums, talks and seminars organized jointly by both Parties or with other institutions, technical research results will be disseminated and discussions will take place on various issues of importance to the agriculture, forestry and environmental sectors.
- 5. **Strategic activities:** Joint participation in high-level technical and political activities shall be promoted, where papers and documents may be submitted, specializing in common thematic areas that are of interest to the public and private sectors.
- 6. **Joint publications:** Technical materials and specialized texts will be produced on knowledge generation and transfer, prioritizing their distribution via digital media.

## CLAUSE 4. IICA RESPONSIBILITIES

- 1. To provide legal and institutional support pursuant to Clause 26 of Law No. 8028, in accordance with IICA's regulations and procedures, both in Costa Rica and in the other Member States.
- 2. To include the financial contribution referred to in Clause 29 of Law No. 8028 in the biennial Program Budget, to contribute to CATIE's basic budget. "Said sums shall not exceed 5% of its quota budget", considering the financial reality of both Parties.
- 3. To grant CATIE's international professional staff the status of associate personnel, in accordance with IICA's current institutional rules.
- 4. To provide and establish contractual conditions with CATIE, in accordance with its capacities and conditions, physical space and support services, through IICA's delegations in Member States, where this is necessary for CATIE programs.
- 5. To facilitate the participation of specialists, professionals and officials, so that they may collaborate actively in areas of training, education and technical cooperation.
- 6. To provide access for the use of IICA land, infrastructure and facilities.
- 7. To provide support and legal advice with regards to different requirements that arise in the operation of joint projects with CATIE.
- 8. To provide staff for the operation of the Orton Commemorative Library, based on annual plans, budget and provisions agreed on by the Parties, with respect to the Library, while encouraging CATIE to procure financial resources to strengthen it.





#### CLAUSE 5: CATIE RESPONSIBILITIES

- CATIE undertakes to comply with the conditions established by Law No. 8028 in Costa Rica. For this, it will receive legal and institutional support from IICA, in accordance with the terms of Clause 26 of this Law and pursuant to IICA's International Convention and regulations and procedures, having provided the necessary information and corresponding documentation in relation to this support.
- 2. To refer to IICA and provide timely monitoring of shared areas of interest that must be jointly managed by agreement of the Governing Council and Board of Directors of CATIE.
- 3. To request the participation of IICA specialists, professionals and officials, for them to collaborate actively in the areas of training, education and technical cooperation.
- 4. To sign, in coordination with IICA, insurance policies against fire and partial or total loss for all the existing and future movable and immovable assets of CATIE, in its service, which were provided by IICA and the Government of Costa Rica. For this it will inform the IICA annually.
- 5. To provide an annual report on the use and allocation of quota resources received from IICA, indicated in section 2 of Clause 4 of this Agreement.
- 6. To fund the operational costs of the Orton Commemorative Library, based on the Institutional Strategic Plan and its budget, without prejudice to the procurement of external financial resources for its strengthening and modernization.
- 7. To acknowledge the applicable direct costs derived from the administrative services provided by IICA Offices, and those resulting from the implementation of diverse cooperation modalities indicated in Clause 3 of this Agreement.
- 8. To cover payments for:
  - a. Specialists, professionals, and officials who provide collaboration in the established areas.
  - b. Maintenance and appropriate upkeep of land, infrastructure, and facilities, both at the Turrialba site and at other properties.
  - c. Support, in terms of linkages and institutional coordination in the countries.
- 9. Cover, where relevant, the costs incurred for the use of IICA space and support services in the countries.
- 10. CATIE agrees to undertake all dealings with the authorities of the Ministry of Labor and Social Security of Costa Rica and this country's pension board for educators (Junta de Pensiones del Magisterio Nacional de Costa Rica), so that the pension rights to which local staff are entitled by said pension board shall also be enjoyed by local IICA staff members in Costa Rica, given the educational material and cooperation it provides, according to the Convention on IICA and current documents ratified by Costa Rica.





#### CLAUSE 6: JOINT RESPONSIBILITIES OF IICA AND CATIE

- 1. To ensure faithful adherence to the provisions of Law No. 8028, the agreements of IICA's governing bodies and the present Agreement.
- 2. To ensure that the respective lines of work provide the basis for a joint effort to procure funding for the development of specific medium- and long-term cooperation projects in regional or multi-country spheres.
- 3. To submit joint budgets, or budgets through strategic partnerships with third parties, in calls and tenders to develop projects, studies or technical actions of interest in the area of competence of the Parties, defining in each case the responsibilities, roles, contributions and means of recovering costs generated in their implementation.
- 4. To allocate economic resources or other resources each year to implement programs, projects or joint cooperation actions in IICA Member States and in those member countries it has in common with CATIE. The details shall be agreed on and documented through the various cooperation modalities indicated in Clause 3 of this Agreement.
- 5. To define the specific responsibilities for those actions that are carried out jointly in any of the Member States.

# CLAUSE 7: REGARDING THE ORTON COMMEMORATIVE LIBRARY (BCO)

The Parties recognize the strategic and historical importance of the BCO in strengthening scientific knowledge, and undertake to:

- 1. Carry out a periodic and comprehensive review of the BCO's strategic and operational functioning, with a view to its modernization, strengthening and funding.
- 2. Continue with the joint administration and funding of the BCO, in order to raise its standards of service, and its technical and academic benefits.
- 3. Highlight the contributions that are allocated for the operation of the BCO, in accordance with Clause 37 of Law No. 8028.

# CLAUSE 8: COORDINATION MECHANISM

- 1. Two inter-institutional coordination mechanisms are established:
  - a. At the highest level, the Directors General of both Parties.
  - b. At the operational and executive level, the Joint IICA-CATIE Unit.
- 2. It is the responsibility of the Directors General of IICA and CATIE to define and approve policies, strategies and plans (action plan and master plan) that make it possible to strengthen the collaborative work that will be done jointly by the Parties, and to implement the resolutions of the governing bodies, while ensuring faithful compliance with the present Agreement.
- 3. The IICA-CATIE Integrated Unit is the body responsible for designing, planning,





ordering, and monitoring the joint work of both Parties, through two planning documents:

- a. a biannual action plan establishing a set of strategies for the main technical andscientific actions and activities related to cooperation activities, projects, and knowledge management, and for corporate aspects (administration, regulations, and finances).
- b. A five-year master plan establishing a set of strategies to obtain the greatest benefit from the use of the real estate and production assets of IICA in Turrialba, and those that CATIE holds in usufruct, as well as those that it owns. A "pre-investment fund" shall be created for this purpose, in order to finance projects that contribute to CATIE's financial sustainability.
- 4. The main function of the Joint Unit is to review, analyze and evaluate compliance with the action plan and the master plan.
- 5. The Joint Unit shall be made up of three individuals proposed by IICA's Director General and three individuals proposed by CATIE's Director General. At the first meeting, the members of the Unit shall designate, by common agreement, the Unit Coordinator, whose role must rotate every year. The Joint Unit may meet periodically or when required, in person or online, and the meeting must be called with at least one week's notice. The meetings held by the Joint Unit must be recorded by way of aides-mémoire signed by the members present, specifying the matters dealt with and the agreements made.
- 6. The Joint Unit shall have two working groups, one responsible for the technical and scientific area and the other for the area of corporate affairs; both Parties shall define in writing the makeup of the two working groups.
- 7. The Joint unit shall present annual reports on joint actions, achievements, advances, and limitations in the execution of the action plan and the master plan, which shall be submitted for the consideration of the IICA Executive Committee and the CATIE Board of Directors and Governing Council.

# **CLAUSE 9: FUNCTIONS OF THE JOINT UNIT**

The Joint Unit shall have the following specific functions:

- To acquaint itself with the projects submitted in the context of the master plan, which must be supported by their technical, legal, economic, social and environmental viability. Consultancy services may be contracted for the respective pre-feasibility analyses of the projects, in the event that specialists are not available.
- 2. To vote on projects under evaluation, which may be negative, positive with conditions, or positive with no conditions.
- 3. To authorize the payment of economic resources from the Pre-Investment Fund for those projects that have received a favorable assessment, according to the investment plan submitted and the availability of resources from said fund.





- 4. To monitor projects through a transparent, participatory and inclusive consultation process, and issue recommendations for improvements, where necessary.
- 5. To receive the periodic progress and execution reports for projects and ensure compliance with objectives and the recovery of the corresponding financial resources.
- 6. To submit to the Directors General of the Parties the respective reports in compliance with policies and procedures.
- 7. To coordinate the implementation of technical and scientific cooperation activities, and promote the implementation of externally-funded projects, through the areas defined in the action plan.
- 8. To establish the methodological bases and the documents to provide public assets, technical and scientific cooperation services, and knowledge management actions for Member States, through activities, programs, and projects.
- 9. To generate cooperation products and actions that strengthen, promote, and facilitate administrative processes, human talent skills, and areas regarding use and upkeep of fixed assets (land).
- 10. To prepare reports, monitor and evaluate the results of the IICA-CATIE collaboration, and propose to the Directors General of both Parties measures and mechanisms for its continuous improvement.

## CLAUSE 10: AVAILABLE INFORMATION AND CONFIDENTIALITY

- The Parties undertake to not reveal, divulge or facilitate, in any form, to any individual or legal entity, whether public or private, and to not use for their own benefit or for the benefit of any other individual or legal entity, whether public or private, the CONFIDENTIAL INFORMATION to which they have had access as a result of this agreement.
- 2. CONFIDENTIAL INFORMATION may only be revealed to those who need it and who have been previously authorized in writing by the owner of the information and legally authorized by their legal representative or attorney. In no case is said disclosure to be considered a waiver of the privileges and immunities of IICA or CATIE.
- 3. CONFIDENTIAL INFORMATION shall be considered to be:
  - a. That which, as a whole or through the exact configuration or structuring of its components is not generally known among the experts in the corresponding fields;
  - b. That which is not easy to access;
  - c. Information that is subject to reasonable protection measures, in accordance with the pertinent circumstances, in order to maintain its confidential nature. The Party that reveals confidential information shall have the obligation to clearly identify it as confidential.
- 4. There shall not be any duty to maintain confidentiality whatsoever in the following cases:
  - a. Where the other Party has evidence that the information received was previously known;





- b. Where the information received is in the public domain.
- 5. The present obligation applies to suppliers, contractors, subcontractors, employees, agents and any other person connected with any of the Parties, and the relevant Party is liable for the breach of confidentiality by any of them.

#### CLAUSE 11: INTELLECTUAL PROPERTY RIGHTS AND USE OF NAME OR LOGO

- 1. Intellectual Property:
  - a. Each Party retains the intellectual property rights corresponding to their own material that they provide to the other Party. None of the Parties may alter the nature of the information or image provided.
  - b. Intellectual property derived from the activities of the present agreement shall be the property of the body agreed on by the Parties in a specific agreement, where pertinent.
  - c. The information and knowledge derived from the work that is a product of this agreement shall be considered public goods. IICA and CATIE promote the fair use of knowledge generated in this instrument through Creative Commons licenses.
  - d. The Parties may make available to the scientific or technical community the information and data derived from the actions of this collaboration, through the media on which they agree, jointly or separately.
- 2. Use of name or logo
  - a. the use of the name or respective logos by each of the Parties or by both in common shall require prior consent and authorization in writing, in accordance with the institutional communication or identity manuals of each Party.
  - b. The use of names or logos of the Parties shall be specifically determined for the different cooperation modalities indicated in Clause 3 of this agreement that is signed for the purpose of implementing joint activities or projects,

# CLAUSE 12: PRIVILEGES AND IMMUNITIES

Nothing contained in this agreement or related to same is to be considered an express or tacit renunciation of the immunities and privileges, exonerations and benefits enjoyed by IICA and its personnel in accordance with its convention, international law, treaties or international agreements or the national legislation of its Member States, and also enjoyed by CATIE and its personnel, in accordance with Law No. 8028 and any applicable provisions of international law.

#### CLAUSE 13: DISPUTE SETTLEMENT

1. Any dispute arising with respect to the interpretation, application or fulfillment of this agreement shall be resolved through direct and amicable negotiation between the Parties, in a period not exceeding 30 days. The settlements that are reached shall be





made in writing.

- 2. If the Parties do not reach a settlement, they shall agree unconditionally and irrevocably to abide by the procedures and decisions of an arbitration panel made up of three members.
- 3. Said panel shall be made up of the following arbiters: one designated by each of the Parties and a third named by mutual agreement between the Parties.
- 4. It is understood that this arbitration panel may decide on all procedural matters for cases in which the Parties do not agree on the issue in question.
- 5. The decisions of the arbitration panel shall be final and binding.

# CLAUSE 14: ANTI-FRAUD AND ANTI-CORRUPTION POLICY

- 1. IICA has instituted mechanisms to prevent, detect, report, file complaints about, and penalize fraud and corruption, this being a critical component of its good governance and administration practices.
- 2. In keeping with its code of ethics and values and the applicable law in countries in which it operates, IICA has a zero tolerance policy toward fraud and corruption, which applies to its personnel, as well as to individuals and legal entities with which it has established relationships as part of different activities.
- 3. This policy applies to its personnel, as well as to individuals and legal entities with which it has established relationships as part of different activities.

# CLAUSE 15: POLICY FOR PREVENTING MONEY LAUNDERING AND FINANCING OF TERRORISM

IICA has a Policy for the Prevention of Money Laundering and the Financing of Terrorism, for which compliance is mandatory for all persons, whether individuals or legal entities, which are carrying out any activities for or on behalf of IICA.

# CLAUSE 16: RECIPROCITY

Any activity related to the projects executed jointly shall be managed in such a way that the respective contributions are recognized in publications, informational materials and messages issued to social media and are reflected equitably in relationships with third parties, including national institutions and international bodies, among others. Any document to be issued using the IICA or CATIE name or logos, to be published in the context of a special project, joint project, research work or any other activity, must follow both Parties' guidelines for publications.

# CLAUSE 17: VALIDITY, RENEWAL AND MODIFICATIONS

1. The present agreement shall enter into effect once it is signed by the Parties. It shall





be valid for a period of 10 years and may be renewed for an equal period, until such time that any of the Parties notifies the other, with six (6) months' notice and in writing, of their desire to terminate it, providing their reasons, without detriment to the activities under execution.

- 2. The terms of this Agreement may be modified by express agreement of the Parties to update it, adapt it, broaden it, or adjust it, subject to a prior joint analysis. If this is the case, modifications shall be approved through addenda signed by the Directors General of both Parties.
- 3. Modifications to the present Agreement may only be made by common agreement expressed in writing through addenda and during the period of validity. The documents showing the modifications shall be added as annexes to this agreement and shall become part of it.
- 4. This Agreement may be renewed, subject to the Parties' prior joint analysis of the results obtained in the period just ending, three months prior to the expiry date, and the result of this analysis shall determine its renewal. In addition, the recitals must indicate what were the results of the analysis, which informed the decision to renew the agreement.

#### **CLAUSE 18: FINAL PROVISIONS**

For the effects derived from the application of this agreement and to receive notifications, the Parties have indicated their registered addresses to be:

- IICA: 600 metros norte del Cruce Ipís-Coronado, San José, Costa Rica.
- CATIE: 3 km al sureste de los Tribunales de Justicia, Turrialba, Cartago, Costa Rica.

Any change of residence by a Party must be notified in writing to the other Party, with the respective acknowledgement of receipt, with ten (10) calendar days' notice prior to the date when this change comes into effect. Without this notification, all communication sent to the addresses indicated in this clause shall considered to be valid.

**IN WITNESS WHEREOF**, the legally authorized representatives of the Parties sign the present Agreement, in three counterparts, each of which shall be deemed an original, in the city of San José, on \_\_\_\_\_ of \_\_\_\_\_ 2021.

Muhammad Ibrahim

Renato Alvarado Director General of CATIE Minister of Agriculture and Livestock of Costa Rica WITNESS OF HONOR

Manuel Otero **Director General of IICA**